3. MERCHANT'S WARRANTY

In accepting this Bill, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face hereof and to indemnify the Carrier for all loss or damage to Goods, or to the extent of its liability under the terms and conditions of this Bill, as well as for the payment of all charges in connection herewith, whether arising from the negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Merchant or owners of Goods being presented.

4. CARRIER'S RIGHT TO INSPECT, PACK, STUFF, AND SEAL CONTAINERS

(1) The Carrier shall be at liberty to inspect Goods without notice at any time or place.

(2) The Merchant accepts complete responsibility for the packaging, securing, and stuffing of the contents of the Container(s), the closing and sealing of the closure of, obstacle in or danger to any canal; blockade of port or place of interdict or prohibition of restriction on commerce or trading; quarantine, sanitary or embargo measures; and any other government regulations or prohibitions that may affect the Carriage of Goods.

(3) The Carrier shall not, in any event, be liable for any loss or damage to Goods caused by the Merchant's negligence, carelessness, or failure to adhere to the instructions provided by the Carrier.

5. DANGEROUS GOODS AND CONTRABAND

(1) No Goods that are or may become of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature, or which may cause damage or injury to any person, or which are dangerous to any other person or Goods, shall be transported by the Carrier unless such Goods are declared by the Merchant to the Carrier in writing and approval is obtained from the Carrier.

(2) The Merchant agrees to be responsible for any loss or damage to Goods resulting from the transportation of any Goods declared to be dangerous or contraband.

6. CARRIER'S CALL AND NOTICE

(1) Any mention in this Bill of parties to be notified of the arrival of Goods is solely for information of the Carrier, and failure to give such notification shall not affect the validity of this Bill or relieve the Carrier of any liability hereunder.

7. LOSS OR DAMAGE

(1) Any statement in this Bill relating to marks and numbers, number and type of packages, description, quantity, quality, weight, measure, nature, kind, value, or any other statement of fact made by the Carrier in connection with the Carriage of Goods shall be deemed to be correct for all purposes of this Bill, and shall not excite any right to action or be a basis of liability on the part of the Carrier for loss or damage to Goods.

(2) The Carrier shall be deemed to have fulfilled its obligations in respect of the Carriage to or from a port of destination other than in the United States, or where the foregoing is held inapplicable under the laws of the jurisdiction in which the bills of lading are payable, when the bills of lading are payable.

8. SPECIAL CONTAINERS AND PERISHABLE GOODS

(1) Any statement in this Bill relating to the use of special containers, or to the carriage or transportation of perishable goods shall be deemed to be correct for all purposes of this Bill, and shall not excite any right to action or be a basis of liability on the part of the Carrier for loss or damage to Goods.

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(10) "Special containers" means any kind of special containers, including but not limited to refrigerated, heated, insulated, reefer, or blast containers, or any other type of special containers that are designed to maintain a specific temperature for the carriage or transportation of perishable or temperature-sensitive goods.

11. CONTRACT OF TRANSPORT

(1) Any statement in this Bill relating to the terms and conditions of the contract of transport between the Carrier and any Underlying Carrier, the terms and conditions of said contract shall be deemed incorporated herein as if set forth at length and copies of such contract(s) shall be available to the Merchant at any office of the Carrier upon request.

(2) The Carrier shall be at liberty to substitute any vessel, or any Underlying Carrier, or any Underlying Carriers, or any other transportation means or transportation routes, or to make any change or addition to its contract of transport, without notice to the Merchant, at any time or place, and at its sole discretion.

12. GENERAL LIEN

(1) The Carrier shall have a general lien on Goods for all amounts due to the Carrier under this Bill, including all charges, freight, fees, and costs associated with the Carriage of Goods.

(2) The Carrier shall be entitled to exercise its lien to retain possession of Goods until the full payment of all charges due to the Carrier, including all fees, expenses, and costs associated with the Carriage of Goods.

13. VALUABLE GOODS

(1) The Carrier shall have a general lien on Goods for all amounts due to the Carrier under this Bill, including all charges, freight, fees, and costs associated with the Carriage of Goods.

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